

EXHIBIT A

Terms & Conditions

BY COMPLETING THE INFORMATION OR USING THE SERVICES OR CLICKING THE "I ACCEPT" BUTTON BELOW, YOU WARRANT AND ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF USE OF THE CRYSTAL SERVICES (WHICH INCLUDES ALL EXHIBITS), UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Crystal Terms Of Use

These Terms and Conditions govern your access to and use of the Crystal Services provided by Chillingo Ltd and/or its subsidiaries. By using the Crystal Services, you affirm that you are at least 18 years of age or that you have reviewed this Agreement with your parent or guardian and he or she assents to these Terms on your behalf and takes full responsibility for your compliance with them. You agree that you and/or your parent or guardian are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these Terms, and to abide and comply with these Terms. Crystal Services are not available to those under 13 years of age.

Definitions

1. By **\\us**, **\\we** and **\\our** we mean Chillingo Ltd and/or its subsidiaries.
2. By **\\Crystal Services** we mean the features and services we make available, including through (a) mobile and online applications utilizing the Crystal platform and (b) other media, software, devices, or networks now existing or later developed.
3. By **\\Platform** we mean a set of APIs and services that allow for social features and other features to be added in the future, in applications on multiple platforms including mobile and web platforms.
4. By **\\information** we mean data which relate to personal information about you.
5. By **\\user content** we mean anything you post on Platform including but not limited to text, data, graphics, images, photos, video or audiovisual content, hypertext links would not be included in the definition of **\\information**.
6. By **\\data** we mean user content and information that third parties can retrieve from Crystal or provide to Crystal through Platform.
7. By **\\user** we mean a user who has logged into Crystal where as a guest or a registered user.

Account Registration & Termination

Crystal features can be access as a guest or as a registered user. In order to access certain Crystal Services, you may register to create a Crystal account. You will not provide any false personal information on Crystal, or create an account for anyone other than yourself without permission. You will keep your contact information accurate and up-to-date. If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name). Chillingo Ltd reserves the right to suspend or terminate your Crystal Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account. You will not transfer your account to anyone without first getting our written permission. You will not use your personal profile for your own commercial gain. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Crystal Account, whether or not you have authorized such

activities or actions. You will immediately notify Chillingo of any unauthorized use of your Crystal Account. If you violate the letter or spirit of this Statement, or otherwise create possible legal exposure for us, we can stop providing all or part of Crystal to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. We reserve the right to contact you, in compliance with applicable law, in order to evaluate compliance with the rules and policies in these Terms of Use. You will cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting authorized Chillingo representatives access to any password-protected portions of your Crystal Account.

User Interactions

You are solely responsible for your interactions with other users. You are solely responsible for, and will exercise caution in using Crystal Services and disclosing personal information to other Crystal users. You agree to take reasonable precautions in all interactions with other Crystal users, particularly if you decide to meet a Crystal user in person.

Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Crystal to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

Ownership

Subject to the Terms and Conditions of this agreement, we grant you a limited, non-transferable, non-exclusive license, without the right to sublicense, to access, view, download and print, where applicable, any content and information available through Crystal Services solely for non-commercial purposes. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms of Use.

By making available any user content through Crystal Services, you grant us a worldwide, perpetual, royalty-free license, irrevocable, non-exclusive, transferable, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such user content only on, through or by means of the Crystal Services. We do not claim any ownership rights in any such user content and nothing in these Terms of Use will be deemed to restrict any rights that you may have to use and exploit any such user content.

General Prohibitions

We do our best to keep Crystal safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments: You will not post content or take any action on Crystal that infringes or violates someone else's rights or otherwise violates the law. We can remove any content or information you post on Crystal if we believe that it violates this Statement. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate. You will not use our copyrights or trademarks (including Crystal, Chillingo Logos), or any confusingly similar marks, without our written permission. If you collect information from users, you will: obtain their consent, make it clear you (and not Crystal) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it. You will not post anyone's identification documents or sensitive financial information on Crystal. You will not send or otherwise post unauthorized commercial communications (such as spam) on Crystal. You will not collect users' content or information, or otherwise access Crystal, using automated means (such as harvesting bots, robots, spiders, or

scrapers) without our permission. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Crystal. You will not upload viruses or other malicious code. You will not solicit login information or access an account belonging to someone else. You will not bully, intimidate, or harass any user. You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence. You will not develop or operate a third party application containing, or advertise or otherwise market alcohol-related or other mature content without appropriate age-based restrictions. You will not offer any promotions, contest, giveaway, or sweepstakes (\\competitions\\) on Crystal without our prior written consent. You will not use Crystal to do anything unlawful, misleading, malicious, or discriminatory. You will not do anything that could disable, overburden, or impair the proper working of Crystal, such as a denial of service attack. You will not facilitate or encourage any violations of this Statement. You will not post content or take any action on Crystal that infringes or violates someone else's rights or otherwise violates the law.

Links to External Sites and Applications

The Crystal Services may contain links to third-party websites or resources. You acknowledge and agree that Chillingo Ltd and/or its subsidiaries are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Competitions

Chillingo may operate competitions including but not limited to contests, sweepstakes, promotions through the Crystal Services. To the extent that the terms and conditions of such official rules of these competitions conflict with the Terms and Conditions in this agreement, the terms and conditions of such official rules will prevail.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHILLINGO LTD AND/OR ANY OF ITS SUBSIDIARIES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY, INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES.

Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising under or in connection with this Agreement.

Waiver, Modification

Chillingo Ltd may change these Terms and Conditions from time to time and will endeavor to notify you of any major changes by posting news via Crystal Services. By using the Crystal Services, you are accepting that you are bound by the current terms and conditions. You should check these from time to time when using Crystal Services. These Terms form the entire

understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter.

Entire Agreement

There are no representations, warranties or covenants other than those set forth in this Agreement, which sets forth the entire understanding between the Parties with respect to the subject matter hereof.

No Assignment

The rights and obligations of the user under this Agreement are personal to the user and may not be assigned, mortgaged, sublicensed or otherwise transferred or encumbered by user or by operation of law without Chillingo Ltd's prior written consent.

Notices

All notices shall be given in writing by mail (postage prepaid), messenger, or email.

Proprietary Rights Notices

All trademarks, copyrights, logos, trade names and any other proprietary designations of Chillingo used herein are trademarks or registered trademarks of Chillingo. Any other trademarks, copyrights, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Disclaimers

Crystal Services are provided as is, without warranty of any kind. Chillingo explicitly disclaims any warranties of merchantability and fitness for a particular purpose, quality, non-infringement, reliability, completeness, security, uninterrupted usage, and any warranties arising out of course of using Crystal Services. No advice or information, obtained through Crystal Services will create any warranty not expressly made herein. Your use of Crystal Services and any other content made available through Crystal Services is at your sole risk and discretion and we hereby disclaim any and all liability to you or any third party relating thereto.

Contacting Us

If you have any questions about Crystal's Terms and Conditions, please contact us at terms@crystalsdk.com, by phone at 44 (0)845 370 1101 or by regular mail at Crystal User Relations Manager, Chillingo Ltd, Beechfield House, Winterton Way, Macclesfield, Cheshire SK110LP United Kingdom

Privacy Policy

Crystal Privacy Policy

This privacy policy sets out how Chillingo Ltd and/or any of its subsidiaries uses and protects any information provided by the user when using Crystal Social Gaming Services (herein 'Crystal services') on the Crystal platform for devices including but not limited to the iPhone, iPod touch and all platforms that uses the Crystal framework.

Chillingo Ltd and/or any of its subsidiaries is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this social gaming platform, then you can be assured that it will only be used in accordance with this privacy statement.

We may change this policy from time to time by updating this policy statement. You should check this policy from time to time to ensure that you are happy with any changes.

What we collect

The Crystal Social Gaming Service may collect the following information:

Your Name

Your Photo or avatar

Your Email address

Your Demographic Location including postcode or zipcode, geolocation

Your non-identifying user preferences

Your device type and the Unique Device ID (UDID) issued by Apple for your iPhone OS (Device ID) and IP address, where applicable.

If you are a child below 14 years of age, and are registering to join Crystal services, we will collect various pieces of personal information that you may provide depending on your activity, as described in the section 'Policy Towards Children'.

What we do with the information we gather

The information we collect may be used in isolation or in the aggregate with that of other Crystal users. We may use the information to improve our products and services. From time to time, we may use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the Crystal service according to your interests.

When We Disclose Your Information

(a) Within Chillingo

You may have a personal profile created and communicate with other users in the Crystal network. Any form of information transmission during these communication sessions may reveal your personal information such as your profile name, avatar and so forth. Similarly, the content of your communications may be revealed making this information publicly available to other Crystal users. Chillingo Ltd and/or any of its subsidiaries is not responsible for the activities of other Crystal Users or other third parties with whom you choose to provide your personal information or otherwise.

(b) With Third Party Publishers & Development Studios

We may share aggregated information that includes non-identifying information with 3rd party publishers and/or developers with whom we have a strategic relationship.

(c) With 3rd Party Suppliers

Disclosure of your information may occur where we use the services of third party companies to facilitate the development and improvement of Crystal services. These third parties may have access to your information only to perform these tasks on our behalf and are bound under non-disclosure agreements with us and hence obligated to not disclose this information for any other purpose.

(d) With Law Enforcement Officials & Legal Representatives

Information about you maybe disclosed to law enforcement authorities and/or 3rd parties as Chillingo Ltd and/or any of its subsidiaries in our sole discretion, believe it as necessary to respond to claims and assist in the legal process to protect the property and rights of Chillingo or a third party, to protect the safety of the public or to stop any illegal or unethical activities.

(e) Under Special Circumstances

Should Chillingo be involved in a merger and/or acquisition, or sale of assets, or in the event of bankruptcy, Chillingo may sell, transfer or otherwise share some or all of Chillingo assets, including your information.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect via the Crystal platform.

Links to other applications

Crystal platform may serve ads that contain links to other applications connected to Crystal services.

Policy Towards Children

We are committed to compliance with the Children's Online Privacy Protection Act (COPPA). Hence, personal information is not collected from children under age 14 in a manner inconsistent with COPPA. Those visitors who indicate they are under age 14 will not able to access Crystal services which are designed for individuals older than 14 years in a manner consistent with COPPA. With regards to the collection of non-identifying information, including UDIDs, and our practices regarding use of cookies and similar technologies and the logging of data will apply to all Crystal Users.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

Whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes

If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us using the contact details provided below.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

If you have any questions about Chillingo's Privacy Policy, please contact us at privacy@crystalsdk.com, by phone at +44 (0)845 370 1101 or by regular mail at Privacy Officer, Chillingo Ltd, Beechfield House, Winterton Way, Macclesfield, Cheshire SK110LP United Kingdom